

FDIC

Federal Deposit Insurance Corporation

Washington, D.C. 20429

Legal Division - Outside Counsel Section

LEGAL SERVICES AGREEMENT

Federal Tax ID#: _____

This **Legal Services Agreement** between your firm and the Legal Division of the Federal Deposit Insurance Corporation in all capacities, governs all legal services rendered to the FDIC. This is not an engagement for legal services. Specific engagements are made only by appropriate supervising attorneys of the Legal Division pursuant to this agreement, and may be accompanied by supplemental requests or instructions.

Our relationship also will be governed by and subject to the policies, requirements, practices and procedures set forth in the FDIC's "Guide for Outside Counsel" previously provided to you and incorporated herein by reference, as from time to time amended (the "Guide"). You represent, warrant and covenant that (i) your firm has no conflict with the interests of the FDIC or the former Resolution Trust Corporation that has not been disclosed in writing to the FDIC; (ii) you will advise us immediately of all conflicts that develop in the future; (iii) each of the attorneys and paraprofessionals in your firm who provides services to the FDIC has reviewed, understands and agrees to act strictly in compliance with all provisions, requirements and policies (including statutory and regulatory provisions) identified in the Guide; and (iv) all information submitted in connection with your registration with the Legal Division is and remains accurate and complete and that you will advise us promptly in writing of all changes affecting such submission.

Your firm agrees to provide legal services in accordance with the fee or hourly rate structure (for each attorney and paraprofessional assigned to work on FDIC matters) set forth on the attached schedule(s), which may be amended only by written consent of the Legal Division. We agree to process for payment all undisputed invoices submitted by the firm in proper order promptly upon receipt.

This agreement shall remain in effect for two years from the effective date set forth below subject, however, to earlier termination by the Legal Division without cause or advance notice. In the event your firm is providing services under any specific engagements as of the expiration date of this agreement, this agreement shall continue for the sole purpose of completing such engagements under the same terms and conditions until the earliest date: (i) such engagements are completed; (ii) your firm and the FDIC execute a new legal services agreement; or (iii) the FDIC exercises its right to terminate this agreement. Upon termination, you agree to forward upon demand of the Legal Division all files and documents concerning all FDIC engagements, including all work product of your firm.

All notices to you pursuant to this agreement shall be sent to the address indicated above, and all notices to the Legal Division shall be sent to the Legal Division, Federal Deposit Insurance Corporation, Attn: Outside Counsel Unit, 550 17th Street, NW, Room H-10104, Washington, DC 20429-9990.

Accepted and agreed:

Effective date: _____, 199__

(Type name of firm)

(Authorized Legal Division signature)

(Authorized signature)

(Type name and title)

(Type name and title)